

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LAFAYETTE INSTRUMENT COMPANY, LLC		11/08/2023	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BYLINE BANK, AS AGENT		
<b>Street Address:</b>	180 North LaSalle Street, Suite 300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5355218	LI LAFAYETTE INSTRUMENT	
<b>Registration Number:</b>	2923393	ACTIMETRICS	
<b>Registration Number:</b>	2923397	CLOCKLAB	
<b>Registration Number:</b>	2923399	FREEZEFRAME	
<b>Registration Number:</b>	2928887	LIMELIGHT	
<b>Registration Number:</b>	2923400	LUMICYCLE	
<b>Registration Number:</b>	2923395	WATERMAZE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124996701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3124996700		
<b>Email:</b>	ahesla@duanemorris.com		
<b>Correspondent Name:</b>	Robert E. Horwath		
<b>Address Line 1:</b>	190 S LaSalle St Ste 3700		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	G4599-00053		
<b>NAME OF SUBMITTER:</b>	Robert E. Horwath		

OP \$190.00 5355218

<b>SIGNATURE:</b>	/s/Robert E. Horwath
<b>DATE SIGNED:</b>	11/28/2023
<b>Total Attachments: 6</b> source=03. A&R Trademark Security Agreement#page1.tif source=03. A&R Trademark Security Agreement#page2.tif source=03. A&R Trademark Security Agreement#page3.tif source=03. A&R Trademark Security Agreement#page4.tif source=03. A&R Trademark Security Agreement#page5.tif source=03. A&R Trademark Security Agreement#page6.tif	

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of November 8, 2023, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

**WHEREAS, LAFAYETTE INSTRUMENT COMPANY, LLC**, an Indiana limited liability company (“*Borrower*”), is a borrower under that certain Revolving Credit and Term Loan Agreement dated as of April 2, 2021 among Borrower, **LAFAYETTE INSTRUMENT ACQUISITION, LLC**, a Delaware limited liability company (the “*Parent*”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

**WHEREAS**, Borrower and Parent are party to that certain Security Agreement of April 2, 2021 in favor of the Agent on behalf of itself and the Lenders (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”), pursuant to which Grantor was required to execute and deliver that certain Trademark Security Agreement dated as of April 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Original Trademark Security Agreement*”).

**WHEREAS**, Borrower is party to that certain Asset Purchase Agreement dated as of November 8, 2023 with Actimetrics, Inc., an Illinois corporation (the “*Seller*”) and David L. Ferster, pursuant to which Borrower purchased certain assets (including certain trademarks) of Seller.

**WHEREAS**, Borrower and Agent desire to amend and restate the Original Trademark and Security Agreement in order to, among other things, amend the Collateral (as defined in the Original Trademark Security Agreement), as provided in and subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

**SECTION 2. Security Interest.** As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on

Exhibit A attached hereto (the “*Collateral*”). Each Grantor hereby requests that the United States Patent and Trademark Office record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

SECTION 4. **Grantor Remains Liable**. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. **Incorporation by Reference**. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 6. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

SECTION 7. **Governing Law**. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAWS.

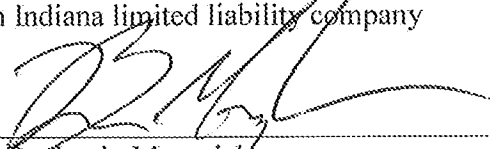
SECTION 8. **Amendment and Restatement**. On the date hereof, that certain Original Trademark Security Agreement shall be modified, amended and restated by this Amended and Restated Trademark Security Agreement. The parties hereto acknowledge and agree that the security interest, mortgage, pledge, delivery, conveyance, transfer and liens granted by Borrower to the Collateral (as defined therein) pursuant to the Original Trademark Security Agreement are in all respects continuing and in full force and effect and are hereby fully ratified and affirmed in all respects.

*[Remainder of page left intentionally blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

LAFAYETTE INSTRUMENT COMPANY,  
LLC, an Indiana limited liability company

By:   
Name: Benjamin Mangrich  
Title: Chief Executive Officer

Accepted:

**BYLINE BANK**, as Agent

By: \_\_\_\_\_


Name: Wesley Oakford

Title: Vice President

*Signature Page to Amended and Restated Trademark Security Agreement*

**TRADEMARK**  
**REEL: 008270 FRAME: 0378**

**EXHIBIT A**

TM/AN/RN	Status/Key Dates
 RN: 5355218 SN: 87490087	Live and Active Registration; Registered for goods and services of "Polygraph machines" Registered: December 12, 2017
ACTIMETRICS RN: 2923393 SN: 78365007	Renewed, September 19, 2014 Office Status: Registered and Renewed Int'l Class: 09,42 First Use: May, 2000 Filed: February 9, 2004 Registered: February 1, 2005 Last Renewal: February 1, 2015 Register Type: Principal Register
CLOCKLAB RN: 2923397 SN: 78365028	Renewed, September 29, 2014 Office Status: Registered and Renewed Int'l Class: 09 First Use: October 23, 1998 Filed: February 9, 2004 Registered: February 1, 2005 Last Renewal: February 1, 2015 Register Type: Principal Register
FREEZEFRAME RN: 2923399 SN: 78365033	Renewed, September 29, 2014 Office Status: Registered and Renewed Int'l Class: 09 First Use: January 19, 2000 Filed: February 9, 2004 Registered: February 1, 2005 Last Renewal: February 1, 2015 Register Type: Principal Register
LIMELIGHT RN: 2928887 SN: 78365037	Renewed, September 29, 2014 Office Status: Registered and Renewed Int'l Class: 09 First Use: November 9, 2001 Filed: February 9, 2004 Registered: March 1, 2005 Last Renewal: March 1, 2015 Register Type: Principal Register
LUMICYCLE RN: 2923400 SN: 78365044	Renewed, September 29, 2014 Office Status: Registered and Renewed Int'l Class: 09 First Use: April 16, 2003 Filed: February 9, 2004 Registered: February 1, 2005

TM/AN/RN	Status/Key Dates
	Last Renewal: February 1, 2015 Register Type: Principal Register
WATERMAZE RN: 2923395 SN: 78365019	Renewed, September 29, 2014 Office Status: Registered and Renewed Int'l Class: 09 First Use: September 7, 2000 Filed: February 9, 2004 Registered: February 1, 2005 Last Renewal: February 1, 2015 Register Type: Principal Register